



Department of Consumer
and Employment Protection
Government of Western Australia

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Enquiries: Labour Relations Advisers

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CIRCULAR TO DEPARTMENTS AND AUTHORITIES NO. 3 OF 2004

PUBLIC SERVICE GENERAL AGREEMENT 2004 - PSAAG 2 of 2004

On 30 July 2004 the Western Australian Industrial Relations Commission (WAIRC) registered the Public Service General Agreement 2004. This General Agreement replaces the Public Service General Agreement 2002.

Copies of the order, the General Agreement and salary schedules are attached.

Departments and Authorities are now to implement the General Agreement in accordance with its terms and conditions.

The following effective dates apply to the Public Service General Agreement 2004:

- a) the agreement is effective from 30 July 2004. The nominal expiry date is 25 February 2006;
- b) the first salary increase shall operate from the beginning of the first pay period commencing on or after 26 February 2004 and the second salary increase shall operate from the beginning of the first pay period commencing on or after 26 February 2005;
- c) higher duties operate from the beginning of the second pay period commencing on or after 26 February 2004;
- d) personal leave operates on and from 30 July 2004; and
- e) flexible working arrangements operate on and from 30 July 2004.

Agencies are advised that a copy of the General Agreement will be available from the WAIRC Internet site found at www.wairc.wa.gov.au.

Employees whose employment ceased prior to 30 July 2004 are not entitled to the retrospectivity of salaries or conditions under this General Agreement.

Implementation guidelines and explanatory notes will be available shortly.

There are also consequential amendments to the Public Service Award 1992 which apply from the date of operation of the Agreement. Please refer to Award Circular: Public Service Award 1992 - Circular 4 of 2004, for a copy of the WAIRC order amending the Award.

Should you require further information about the General Agreement please contact your DOCEP Labour Relations Adviser.

**JEFF RADISICH
EXECUTIVE DIRECTOR
LABOUR RELATIONS**

30 July 2004

PUBLIC SERVICE GENERAL AGREEMENT 2004

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

PARTIES CIVIL SERVICE ASSOCIATION OF WESTERN AUSTRALIA
INCORPORATED, DEPARTMENT OF INDIGENOUS AFFAIRS AND
OTHERS

APPLICANTS

CORAM COMMISSIONER P E SCOTT
PUBLIC SERVICE ARBITRATOR

DATE MONDAY, 2 AUGUST 2004

FILE NO PSAAG 2 OF 2004

CITATION NO. 2004 WAIRC 12164

Result Agreement registered

Order

HAVING heard Mr J Dasey for the Civil Service Association of Western Australia Incorporated, and Mr J Ridley for the Department of Indigenous Affairs and Others, the Public Service Arbitrator, pursuant to the requirements under Section 42G of the Industrial Relations Act 1979, and consistent with the Reasons for Decision and Statement issued on Wednesday, the 28th day of July 2004 hereby orders that:

1. The proposed Public Service General Agreement 2004 provide for salary increases of 3.8% for 2004 and 3.6% for 2005.
2. The proposed Public Service General Agreement 2004 is to provide for at clause 24.1:

“The introduction of any commuted allowance in lieu of overtime, on-call or shift allowances shall be negotiated between the CSA and the employer. On the request of either party the other party is obliged to enter into negotiations for such arrangements. “
3. Clause 19.2 - Capacity to cash out annual leave - of the proposed Public Service General Agreement 2004 is to be deleted and accordingly the subsequent sub-clauses are to be renumbered.

AND

THAT the Public Service Arbitrator pursuant to the requirements under Section 41A is satisfied that the Public Service General Agreement 2004 incorporates the terms of this Order and is not contrary to the Industrial Relations Act 1979.

THAT consistent with the public interest the Public Service General Agreement 2004 will:

- (a) effect salaries parity and salary increases for employees bound by the Agreement;
- (b) in conjunction with the Public Service Award 1992 (PSA A4 of 1989) provide a core set of employment conditions for employees bound by the Agreement;
- (c) provide a mechanism for the management and resolution of workload matters;
- (d) provide a mechanism for a review of classification determination;
- (e) extend flexible working arrangements including further enhancement of work-life initiatives;
- (f) enable the parties to formally consult on cross-sector matters, and
- (g) allow the parties to negotiate Agency Specific Agreements.

NOW THEREFORE, the Public Service Arbitrator, pursuant to the powers conferred under the Industrial Relations Act, 1979, hereby orders:

THAT the Public Service General Agreement 2004 in the terms of the following schedule be registered on the 30th day of July 2004.

COMMISSIONER P E SCOTT
PUBLIC SERVICE ARBITRATOR

SCHEDULE

1. TITLE

This General Agreement shall be known as the Public Service General Agreement 2004 and replaces the Public Service General Agreement 2002.

2. ARRANGEMENT

1. Title
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Schedule 2 Salaries – Specified Callings

Schedule 3 Agency Specific Agreements

Schedule 4 Expired Enterprise Bargaining Agreements

Schedule 5 Parties to the General Agreement

3. DEFINITIONS

- 3.1 For the purposes of the General Agreement the following definitions shall apply.

- a) "Agency" means department, or SES organisation, or non SES organisation, as defined in the *Public Sector Management Act 1994*.
- b) "Agency Specific Agreement" means an industrial agreement developed in accordance with Clause 9, which will be read in conjunction with the General Agreement and Award.
- c) "Award" means the Public Service Award 1992.
- d) "DPC" means the Department for the Premier and Cabinet.
- e) "DOCEP" means the Department of Consumer and Employment Protection.
- f) "Employees" means public service officers and executive employees employed in the Public Service under Part 3 of the *Public Sector Management Act 1994*.
- g) "Employers" means Employing Authorities.
- h) "Employing Authority" means employing authorities as defined by section 5 of the *Public Sector Management Act 1994*.
- i) "Enterprise Bargaining Agreement" means the Agreements listed in Schedule 4.
- j) "General Agreement" means the Public Service General Agreement 2004.
- k) "Union" means the Civil Service Association of Western Australia Incorporated.
- l) "WAIRC" means the Western Australian Industrial Relations Commission.

4. PURPOSE OF GENERAL AGREEMENT

4.1 The parties agree that the purpose of the General Agreement is to:

- a) effect salaries parity and salary increases in accordance with the General Agreement, for employees bound by the General Agreement;
- b) in conjunction with the Award provide a core set of employment conditions for employees bound by the General Agreement; and
- c) to allow the parties to negotiate Agency Specific Agreements in accordance with Clause 9 – Agency Specific Agreements of the General Agreement.

5. APPLICATION AND PARTIES BOUND

5.1 The parties bound by the General Agreement are listed in Schedule 5.

5.2 The General Agreement shall apply to all employees, other than those listed in subclause 5.3 of this clause, employed under Part 3 of the *Public Sector*

Management Act 1994 or continuing as such by virtue of Clause 4(c) of Schedule 5 of that *Act*, who are members of or eligible to be members of the Union and covered by the Award. As at the date of registration the approximate number of employees bound by this Agreement is 21,100.

- 5.3 The General Agreement shall not apply to:
- a) a chief executive officer as defined in section 3(1) of the *Public Sector Management Act 1994*;
 - b) employees whose remuneration payable is determined or recommended pursuant to the *Salaries and Allowances Act 1975*; or
 - c) employees whose remuneration is determined by an act to be at a fixed rate, or is determined or to be determined by the Governor pursuant to the provisions of any act.
- 5.4 The General Agreement shall be read in conjunction with the Award. Where the provisions of the Award and the General Agreement are inconsistent, the provisions of the General Agreement shall prevail.
- 5.5 The agency specific agreements listed at Schedule 3 shall continue in force unless replaced by a subsequent agreement or a party withdraws from the agreement.
- 5.6 Subject to Clause 10 - Transition Arrangements, the enterprise bargaining agreements listed in Schedule 4 will remain in effect with respect to salaries only.

6. TERM OF GENERAL AGREEMENT

- 6.1 The General Agreement shall operate from the date of registration and in accordance with Section 41 of the *Industrial Relations Act 1979* will expire on 25 February 2006.
- 6.2 The parties to the General Agreement agree to re-open negotiations for a replacement General Agreement at least six (6) months prior to the expiry of the General Agreement with a view to implement a replacement General Agreement operative from 26 February 2006.

7. NO FURTHER CLAIMS

- 7.1 The parties to the General Agreement undertake that for the term of the General Agreement there will be no salary increases sought or granted other than those provided under the terms of the General Agreement. This includes salary adjustments arising out of State Wage Cases. Such increases are to be absorbed in the salaries set out in the General Agreement.
- 7.2 The parties to the General Agreement undertake that for the term of the General Agreement there will be no further claims on matters contained in the General Agreement except where specifically provided for.

8. CORE CONDITIONS

8.1 The core conditions of employment for employees covered by the General Agreement shall be the terms and conditions of the General Agreement, with the exception of Clause 13 – Hours provided an average of no more than 37.5 hours per week is worked as ordinary hours, and the following provisions contained in the Award:

- a) Clause 8 - Contract of Service
- b) Clause 14 - Purchased Leave – Deferred Salary Arrangement
- c) Clause 15 - Salary Packaging Arrangement
- d) Clause 16 - Supported Wage
- e) Clause 17 - Traineeships
- f) Clause 18 - Annual Increments
- g) Clause 19 - Higher Duties Allowance
- h) Clause 23 - Annual Leave, including Leave Loading
- i) Clause 24 - Public Holidays
- j) Clause 25 - Long Service Leave
- k) Clause 28 - Parental Leave
- l) Clause 32 - Bereavement Leave
- m) Clause 33 - Cultural/Ceremonial Leave
- n) Clause 34 - Blood / Plasma Donors Leave
- o) Clause 35 - Emergency Service Leave
- p) Clause 36 - Union Facilities For Union Representatives
- q) Clause 37 - Leave to Attend Association Business
- r) Clause 38 - Trade Union Training Leave
- s) Clause 39 - Training With Defence Force Reserves Leave
- t) Clause 41 - Witness and Jury Service
- u) Clause 57 - Keeping of and Access to Employment Records
- v) Clause 59 - Right of Entry and Inspection by Authorised Representatives
- w) Clause 60 - Copies of Award.

9. AGENCY SPECIFIC AGREEMENTS

- 9.1 The primary industrial instruments for regulating pay and conditions for employees shall be the Award and the General Agreement.
- 9.2 Core conditions of employment referred to in Clause 8 – Core Conditions of the General Agreement cannot be the subject of an agency specific agreement.
- 9.3 The parties accept that agency specific agreements will only be made in the following circumstances:
- a) where an existing agency specific agreement is due to expire and the parties seek to register a replacement agency specific agreement; or
 - b) where arrangements are agreed by the parties to be necessary due to the nature of work undertaken or the environment in an agency.
- 9.4 Should the parties be unable to reach agreement the matter may be referred by either party to the WAIRC.

10. TRANSITION ARRANGEMENTS

Salaries

- 10.1 Salaries under enterprise bargaining agreements listed in Schedule 4 will be maintained for the term of the General Agreement as follows:
- a) employees whose salaries are higher than those provided in the General Agreement schedule will have their salaries maintained in accordance with enterprise bargaining agreements and will continue to access salary increments within their existing classification level under the enterprise bargaining agreements; and
 - b) all appointments, higher duties and promotions will be in accordance with salary rates contained in the General Agreement. Should the General Agreement salary rate be less than an employee's existing salary rate, the existing rate will be maintained until absorbed by incremental progression, or further salary adjustments provided for in the General Agreement or its replacement.
- 10.2
- a) Employees who receive less than 2% from the second year salary increase will receive a fortnightly allowance from the first pay period commencing on or after 26 February 2005. The allowance will be the difference between 2% and any amount less than 2% that the employee receives from the second year salary increase.
 - b) The allowance will not form part of salary for any purposes and will be paid on a fortnightly basis. The allowance will cease on replacement of this General Agreement.

Annual Leave Loading

- 10.3 Employees previously covered by an industrial instrument or other employment arrangement which provided a benefit in lieu of the annual leave loading provisions of the Award shall have the loading paid in accordance

with the Award entitlement for leave accrued from the date at which the Award applied.

Compaction of Level 1

- 10.4 Where an employee prior to the date of becoming covered by the Public Service General Agreement 2002 was covered by an agreement that provided for a compacted Level 1 salary range and is under 21 years of age at the commencement of the General Agreement, he or she will on attaining 21 years of age be placed at the increment point in the General Agreement salary range which is the same number of increment points below the maximum Level 1 salary point as the first adult increment point in the replaced enterprise bargaining agreement.

11. SALARIES

- 11.1 The annual salaries provided for by the General Agreement shall be those contained in Schedule 1 and Schedule 2 of this General Agreement.
- 11.2 The first salary increase shall operate from the beginning of the first pay period commencing on or after 26 February 2004 and the second salary increase shall operate from the beginning of the first pay period commencing on or after 26 February 2005.
- 11.3 Employees covered by clause 16 – Supported Wage of the Award shall be paid the applicable percentage of the minimum rate of pay prescribed by the General Agreement for the class of work the person is performing.

12. SALARY PACKAGING

- 12.1 Salaries as prescribed by Schedules 1 or 2 of this General Agreement are to be applied for the purposes of subclause (3), regarding Total Employment Cost (TEC), and subclause (6), regarding Compulsory Employer Superannuation Guarantee contributions, of Clause 15 – Salary Packaging Arrangement of the Award.

13. HOURS

- 13.1 The provisions of this clause shall replace the provisions of Clause 20 - Hours of the Award.

Prescribed Hours

- 13.2 The prescribed hours of duty shall be 150 hours per four (4) week settlement period, to be worked between 7.00 am and 6.00 pm Monday to Friday as determined by the employer, with a lunch interval of not less than 30 minutes.
- 13.3 Subject to the lunch interval, prescribed hours are to be worked as one (1) continuous period. However, employees shall not be required to work more than five (5) hours continuously without a break.
- 13.4 This does not preclude employers requiring or agreeing to the working of standard hours of 7.5 hours per day with a lunch interval to be taken between 12.00 noon and 2.00 pm. Where working of standard hours is

required by the employer, the requirement must be consistent with operational needs and customer service requirements.

13.5 The employer may vary the hours of duty observed in the agency or any branch or section thereof, consistent with a 150 hour four (4) week settlement period, so as to make provisions for:

- a) the attendance of employees for duty on a Saturday, Sunday or Public Holiday. Overtime provisions of the Award will apply;
- b) the performance of shift work including work on Saturdays, Sundays or Public Holidays; and
- c) the nature of the duties of an employee or class of employees in fulfilling the responsibilities of their office;

provided that where the hours of duty are so varied an employee shall not be required to work more than five (5) hours continuously without a break.

Flexible Working Arrangements

13.6 Application

- a) Within the parameters of subclause 13.2, flexible working arrangements shall apply unless the employer otherwise specifies.
- b) The employer may limit access to and the operation of flexible working arrangements to ensure operational needs and customer service requirements of the agency are met. The employer shall not unreasonably limit access to flexible working arrangements.
- c) Employers wishing to vary the flexible working arrangement to be observed shall be required to give one (1) month's notice in writing to the agency, branch, section or employees to be affected by the change.
- d) Flexible working arrangements are available to part time, full time and fixed term contract employees.
- e) In accordance with Clause 9 – Agency Specific Agreements of this General Agreement, the employer may approve alternative flexible working arrangements, provided that an average of no more than 37.5 hours per week is worked as ordinary hours.

13.7 Hours of Duty

- a) The prescribed hours of duty may be worked with flexible commencement and finishing times in accordance with the provisions of this clause.
- b) For the purpose of leave, Public Holidays and days in lieu of the repealed Public Service Holidays, a day shall be credited as 7.5 hours.

13.8 Flexitime Roster

- a) Where a flexitime roster is required, the authorisation of the roster shall be the responsibility of the employer. The roster will indicate the minimum staffing and any other requirements in respect to starting and finishing times, lunch break coverage and flexi leave.
- b) The roster shall cover a settlement period of four (4) weeks and shall be made available to all affected employees no later than three (3) days prior to the settlement period commencing.
- c) The roster shall be prepared in consultation with the affected employees, subject to the employer retaining the right to determine arrangements to suit the operational needs of the agency.
- d) Subject to four (4) weeks notice being given to affected employees, the employer may withdraw authorisation of a flexitime roster.

13.9 Settlement Period

- a) For recording time worked, there shall be a settlement period of four (4) weeks.
- b) The settlement period shall commence at the beginning of a pay period.

13.10 Credit and Banked Hours

- a) Credit hours in excess of the prescribed hours of 150 hours per settlement period to a maximum of 15 hours can be carried forward to the next settlement period.
- b) During a settlement period, the maximum number of credit hours cannot exceed 37.5 hours.
- c) An additional maximum of 37.5 hours can be banked in any calendar year. Banked hours can be carried over into a new calendar year but cannot exceed 37.5 hours at any time. At the end of each settlement period hours worked in excess of the maximum 52.5 hours credit and banked hours, will be lost.
- d) On termination, resignation or transfer to another agency unused credit or banked hours will not be paid out and will be lost. However, the employer will provide the opportunity for credit and banked hours to be cleared.

13.11 Debit Hours

- a) Debit hours below the prescribed hours of 150 hours per settlement period to a maximum of four (4) hours are permitted at the end of each settlement period. Such debit hours shall be carried forward to the next settlement period.
- b) For debit hours in excess of four (4) hours, an employee shall be required to take leave without pay for the period necessary to reduce debit hours to those specified in paragraph (a) of this subclause.

- c) Employees having excessive debit hours may be placed on standard working hours in addition to being required to take leave without pay.

13.12 Maximum Daily Working Hours

- a) A maximum of ten (10) ordinary hours may be worked in any one (1) day, between the hours of 7.00 am and 6.00 pm.

13.13 Flexi Leave

- a) Flexi leave, including both credit and banked hours, must be taken consistent with the prepared roster and subject to the prior approval of the employer.
- b) In any settlement period an employee may be allowed a maximum of two (2) days leave taken from credit hours.
- c) In exceptional circumstances and with the approval of the employer, flexi leave may be taken before accrual of sufficient credit hours subject to such conditions as the employer may impose. Banked hours may not be taken in advance of accrual.
- d) In any settlement period a maximum of three (3) days flexi leave may be taken from a combination of credit and banked hours. Subject to operational need and customer service requirements, the employer may approve alternative arrangements to enable employees to clear banked and /or credit hours up to the maximum of 52.5 hours.
- e) Flexi leave may be taken in any combination of half days and full days.

13.14 Study Leave

- a) Where study leave has been approved by the employer pursuant to the provisions of Clause 30 - Study Leave of the Award, credits will be given for education commitments falling within the prescribed hours of duty and for which "time off" is necessary to allow for attendance at formal classes.

13.15 Overtime

- a) Where employees are directed by the employer to work more than 7.5 hours in any one (1) day, overtime applies. The parties acknowledge that the flexible working arrangement provides for the working of hours in excess of 7.5 hours per day as normal hours if the employer and employee agree.
- b) For the purpose of Clause 22 – Overtime Allowance of the Award, employees receiving at least one (1) day's prior notice to work overtime, the prescribed hours of duty on the day that overtime is performed shall be 7.5 hours.
- c) Where an employee is required to work overtime at the conclusion of a day with less than one (1) day's notice, and
 - i) where the employee has at the commencement of that day two (2) hours or more flexi leave credits, the employee shall be paid

- overtime after five (5) hours work on that day, or for time worked after 3.30 pm, whichever is the later, or
- ii) where that employee has commenced duty prior to 8.30 am and has, at the commencement of that day, less than two (2) hours flexi leave credits, the employee shall be paid overtime, for time worked after the completion of 7.5 hours on that day, or
 - iii) where that employee has commenced work after 8.30 am and has, at the commencement of that day, less than two (2) hours flexi leave credits, the employee shall be paid overtime for time worked after 5.30 pm or after working 7.5 hours, on that day whichever is the earlier.
- d) Where an employee is required to work overtime at the beginning of a day with less than one (1) day's notice, that employee shall be paid overtime for any time worked prior to the commencing time for prescribed hours of duty determined by the employer under subclause 13.2 of this clause.

Nine Day Fortnight

13.16 Notwithstanding subclause 13.2, from the date of registration of this General Agreement, access to nine day fortnight arrangements as prescribed by this subclause is not available unless currently in operation in work or occupational groups, in which case those arrangements may continue. New employees joining these groups may also work a nine day fortnight.

- a) Hours of Duty
 - i) Prescribed hours of duty of 75 hours a fortnight are worked over nine (9) days of the fortnight, exclusive of work performed on Saturday, Sunday and the special rostered day off, with each day consisting of 8 hours and 20 minutes.
 - ii) The employer shall determine employees' commencing and finishing times between the spread of 7.00 am and 6.00 pm, in order to ensure that agency requirements are met on each day.
- b) Lunch Break
 - i) Employees shall be allowed forty-five minutes for a meal break between 12.00 noon and 2.00 pm to meet agency requirements.
 - ii) Such meal breaks shall be arranged so that adequate staff are on duty between 12.00 noon and 2.00 pm to meet agency requirements.
- c) Special Rostered Day Off
 - i) Each employee shall be allowed one (1) special rostered day off each fortnight in accordance with a roster prepared by management showing days and hours of duty and special rostered days off for each employee.
- d) Leave

For the purposes of paid leave, a day shall be credited as 8 hours 20 minutes notwithstanding the following:

- i) When a Public Holiday falls on an employee's special rostered day off the employee shall be granted a day in lieu of the holiday prior to the conclusion of the current fortnight.
 - ii) For a Public Holiday occurring during a period of annual leave, an additional day will be added to the period of leave irrespective of whether it falls on a rostered work day or special rostered day off.
 - iii) A four (4) week annual leave entitlement is equivalent to 150 hours, the equivalent to eighteen rostered working days of 8 hours 20 minutes, and two (2) special rostered days off.
 - iv) An employee who is sick on a special rostered day off will not be granted sick leave for that day, and will not be credited with an additional day off in lieu.
- e) Overtime
- i) The provisions of Clause 22 - Overtime Allowance of the Award shall apply for work performed prior to an employee's nominated starting time and after an employee's nominated ceasing time in accordance with subparagraph (ii) of paragraph (a) of this subclause and on an employee's special rostered day off.
- f) Study Leave
- i) Credits for study leave will be given for educational commitments falling due between an employee's nominated starting and finishing times.

14. PERSONAL LEAVE

Introduction

- 14.1 The provisions of this clause replace Clause 26 – Sick Leave, with the exception of subclause 26(11) - War Caused Illnesses, Clause 27 - Carers Leave and Clause 31 – Short Leave of the Award.
- 14.2 The intention of Personal Leave is to give employees and employers greater flexibility by providing leave on full pay for a variety of personal purposes. Personal leave replaces sick, carers and short leave. Personal leave is not for circumstances normally met by other forms of leave.

Transitional Arrangements

- 14.3 This clause shall operate from date of registration of this General Agreement. On commencement of the operation of this clause both sick and short leave will cease to exist. All existing sick leave credits will be converted to cumulative personal leave and recorded in hours. An additional 3.75 hours will be added to cumulative personal leave. Existing short leave entitlements will be converted to non-cumulative personal leave up to a maximum of 15 hours. An employee's current sick leave anniversary date will be maintained for the purposes of the personal leave entitlement.

Entitlement

- 14.4 The employer shall credit each permanent employee with the following personal leave credits:

	Personal Leave Cumulative	Personal Leave Non-cumulative
On the day of initial appointment	48.75 hours	15 hours
On the completion of 6 months continuous service	48.75 hours	0 hours
On the completion of 12 months continuous service	97.5 hours	15 hours
On the completion of each further period of 12 months continuous service	97.5 hours	15 hours

- 14.5 Where employees access personal leave, it shall be deducted from their non-cumulative entitlement in the first instance.
- 14.6 In the year of accrual the 112.5 hours personal leave entitlement may be accessed for illness or injury, carers leave, unanticipated matters or planned matters in accordance with the provisions of this clause. On completion of each year of accrual any unused personal leave from that year up to a maximum of 97.5 hours will be cumulative and added to personal leave accumulated from previous years. Unused non-cumulative leave will be lost on completion of each anniversary year.
- 14.7 In accordance with the *Minimum Conditions of Employment Act 1993* entitlement to paid sick leave, in an anniversary year the number of hours the employee is required ordinarily to work in a two (2) week period during that year up to 75 hours must be available or accessed for periods of absence from work resulting from illness or injury. An employee is entitled to use up to 37.5 hours of this entitlement for the purposes of carers leave.
- 14.8 An employee employed on a fixed term contract for a period of twelve months or more shall be credited with the same entitlement as a permanent employee. An employee employed on a fixed term contract for a period less than twelve months shall be credited on a pro rata basis for the period of the contract.
- 14.9 A part time employee shall be entitled to the same personal leave credits as a full time employee, but on a pro rata basis according to the number of hours worked each fortnight. Payment for personal leave shall only be made for those hours that would normally have been worked had the employee not been on personal leave.
- 14.10 This clause does not apply to casual employees.
- 14.11 An employee is unable to access personal leave while on any period of parental leave or leave without pay. An employee is unable to access personal leave while on any period of annual or long service leave, except as provided for in subclauses 14.25 and 14.26.
- 14.12 Personal leave will not be debited for public holidays, which the employee would have observed.

- 14.13 If an employee has exhausted all accrued personal leave the employer may allow the employee who has at least twelve months service to anticipate up to five (5) days personal leave from next year's credit. If the employee ceases duty before accruing the leave, the value of the unearned portion must be refunded to the employer, calculated at the rate of salary as at the date the leave was taken, but no refund is required in the event of the death of the employee.
- 14.14 In exceptional circumstances the employer may approve the conversion of an employee's personal leave credits to half pay to cover an absence on personal leave due to illness.
- 14.15 Personal leave may be taken on an hourly basis.

Application for Personal Leave

- 14.16 Reasonable and legitimate requests for personal leave will be approved subject to available credits. Subject to subclause 14.4 the employer may grant personal leave in the following circumstances:
- a) where the employee is ill or injured;
 - b) to be the primary care giver of a member of the employee's family or household who is ill or injured and in need of immediate care and attention;
 - c) for unanticipated matters of a compassionate or pressing nature which arise without notice and require immediate attention; or
 - d) by prior approval of the employer, having regard for agency requirements and the needs of the employee, planned matters where arrangements cannot be organised outside of normal working hours or be accommodated by the utilisation of flexible working hours or other leave. Planned personal leave will not be approved for regular ongoing situations.
- 14.17 Employees must complete the necessary application and clearly identify which of the above circumstances apply to their personal leave request.
- 14.18 The definition of family shall be the definition contained in the *Equal Opportunity Act 1984* for "relative". That is, a person who is related to the employee by blood, marriage, affinity or adoption and includes a person who is wholly or mainly dependent on, or is a member of the household of, the employee.
- 14.19 Where practicable, the employee must give reasonable notice prior to taking leave. Where prior notice cannot be given, notice must be provided as early as possible on the day of absence. Where possible, an estimate of the period of absence from work shall be provided.

Evidence

- 14.20 An application for personal leave exceeding two (2) consecutive working days shall be supported by evidence that would satisfy a reasonable person of the entitlement.

- 14.21 In general, supporting evidence is not required for single or two (2) consecutive day absences. Where the employer has good reason to believe that the absence may not be reasonable or legitimate, the employer may request evidence be provided. The employer must provide the employee with reasons for requesting the evidence. The leave shall not be granted where the absence is not reasonable or legitimate.
- 14.22 Personal leave will not be granted where an employee is absent from duty because of personal illness directly caused by the misconduct of the employee.
- 14.23 Where there is doubt about the cause of an employee's illness, the employer may require the employee to submit to a medical examination by a medical practitioner of the employer's choice, which the employee must attend. Where it is reported that the absence is because of illness caused by the misconduct of the employee, or the employee fails without reasonable cause to attend the medical examination, the fee for the examination must be deducted from the employee's salary and personal leave will not be granted.
- 14.24 If the employer has reason to believe that an employee is in such a state of health as to render a danger to themselves, fellow employees or the public, the employee may be required to obtain and furnish a report as to the employee's condition from a registered medical practitioner nominated by the employer. The fee for any such examination shall be paid by the employer.
- 14.25 Where an employee is ill during the period of annual leave and produces at the time, or as soon as practicable thereafter, medical evidence to the satisfaction of the employer that as a result of the illness the employee was confined to their place of residence or a hospital for a period of at least seven (7) consecutive calendar days, the employer may grant personal leave for the period during which the employee was so confined and reinstate annual leave equivalent to the period of confinement.
- 14.26 Where an employee is ill during the period of long service leave and produces at the time, or as soon as practicable thereafter, medical evidence to the satisfaction of the employer that as a result of illness the employee was confined to their place of residence or a hospital for a period of at least 14 consecutive calendar days, the employer may grant personal leave for the period during which the employee was so confined and reinstate long service leave equivalent to the period of confinement.

Other Conditions

- 14.27 Where an employee who has been retired from the Public Service on medical grounds resumes duty therein, personal leave credits at the date of retirement shall be reinstated. This provision does not apply to an employee who has resigned from the Public Service and is subsequently reappointed.
- 14.28 Unused personal leave will not be cashed out or paid out when an employee ceases their employment.

Workers' Compensation

- 14.29 Where an employee suffers a disability within the meaning of section 5 of the *Workers' Compensation and Rehabilitation Act 1981* which necessitates that

employee being absent from duty, personal leave with pay shall be granted to the extent of personal leave credits. In accordance with section 80(2) of the *Workers' Compensation and Rehabilitation Act 1981* where the claim for workers' compensation is decided in favour of the employee, personal leave credit is to be reinstated and the period of absence shall be granted as leave without pay.

Portability

14.30 The employer shall credit an employee additional personal leave credits up to those held at the date that employee ceased previous employment provided:

- a) immediately prior to commencing employment in the Public Service of Western Australia, the employee was employed in the service of:
 - i) the Commonwealth Government of Australia, or
 - ii) any other State of Australia, or
 - iii) in a State body or statutory authority prescribed by Administrative Instruction 611; and
- b) the employee's employment with the Public Service of Western Australia commenced no later than one (1) week after ceasing previous employment.

14.31 The maximum break in employment permitted by subparagraph 14.30(b) of this subclause, may be varied by the approval of the employer provided that where employment with the Public Service of Western Australia commenced more than one (1) week after ceasing the previous employment, the period in excess of one (1) week does not exceed the amount of accrued and pro rata annual leave paid out at the date the employee ceased with the previous employer.

15. PAID PARENTAL LEAVE

15.1 The entitlement of 6 weeks paid parental leave provided for under Clause 28 – Parental Leave of the Award is increased to seven (7) weeks from the 1 January 2005 and eight (8) weeks from 1 January 2006.

15.2 In all other respects the provisions of the Award apply.

16. PURCHASED LEAVE- 44/52 SALARY ARRANGEMENT

16.1 The provisions of this clause shall replace the provisions of Clause 13 – Purchased Leave – 48/52 Salary Arrangement of the Award.

16.2 The employer and an employee may agree to enter into an arrangement whereby the employee can purchase up to eight (8) weeks additional leave.

16.3 The employer will assess each application for a 44/52 salary arrangement on its merits and give consideration to the personal circumstances of the employee seeking the arrangement.

- 16.4 Where an employee is applying for purchased leave of between five (5) and eight (8) weeks the employer will give priority access to those employees with carer responsibilities.
- 16.5 Access to this entitlement will be subject to the employee having satisfied the agency's accrued leave management policy.
- 16.6 The employee can agree to take a reduced salary spread over the 52 weeks of the year and receive the following amounts of purchased leave:

Number of Weeks' Salary Spread Over 52 Weeks	Number of Weeks' Purchased Leave
44 weeks	8 weeks
45 weeks	7 weeks
46 weeks	6 weeks
47 weeks	5 weeks
48 weeks	4 weeks
49 weeks	3 weeks
50 weeks	2 weeks
51 weeks	1 week

- 16.7 The purchased leave will not be able to be accrued. The employee is to be entitled to pay in lieu of the purchased leave not taken. In the event that the employee is unable to take such purchased leave, his/her salary will be adjusted on the last pay period in January to take account of the fact that time worked during the year was not included in the salary.
- 16.8 Where an employee who is in receipt of an allowance provided for in Clause 19 - Higher Duties Allowance of the Award proceeds on any period of purchased leave the employee shall not be entitled to receive payment of the allowance for any period of purchased leave.
- 16.9 In the event that a part time employee's ordinary working hours are varied during the year, the salary paid for such leave taken will be adjusted on the last pay in January to take into account any variations to the employee's ordinary working hours during the previous year.

17. ANNUAL LEAVE ACCRUAL

- 17.1 The entitlement under this clause is in lieu of the entitlement provided by subclause (3)(a) of Clause 23 – Annual Leave of the Award.
- 17.2 An employee employed after the first day of January in any year is entitled to pro rata annual leave for that year calculated on a daily basis. At the end of each calendar day of the year the employee will accrue 0.411 hours of paid annual leave provided the maximum accrual will not exceed 150 hours for each completed calendar year of service.
- 17.3 Where employers have systems in place which record and report pro rata accrual of annual leave entitlements in a manner other than prescribed by this clause, that method of accrual may continue provided the system provides the same accrual over a full year. Employers must ensure that upon the cessation of employment, all pro rata annual leave entitlements accrued are equivalent to the pro rata annual leave entitlement provided by subclause 17.2 of this clause.

18. ANNUAL LEAVE TRAVEL CONCESSION

- 18.1 Under subparagraph (vi), paragraph (a), subclause (10) of Clause 23 - Annual Leave of the Award, employees when proceeding on annual leave to a location other than Perth or Geraldton, are entitled to a travel concession of up to a maximum amount equivalent to the value of a return economy airfare to Perth.
- 18.2 As there is no longer one economy airfare class the parties will review how the maximum amount is to be established. The review will be concluded within 12 months of the General Agreement being registered.
- 18.3 Those outcomes of the review agreed between the parties will be implemented by a separate registered industrial agreement or award amendment. These agreed provisions may be implemented administratively prior to the registration of an industrial agreement or award amendment.
- 18.4 Where agreement is not reached the provisions of Clause 31 - Dispute Settlement Procedure will apply.

19. ADDITIONAL LEAVE FLEXIBILITIES

- 19.1 This clause is to be read in conjunction with Clause 23 - Annual Leave and Clause 25 - Long Service Leave of the Award.
- 19.2 Access to Accrued Long Service Leave Entitlement
- a) Employees may by agreement with their employer, clear any accrued entitlement to long service leave in minimum periods of one (1) day.
- 19.3 Cash Out of Accrued Long Service Leave Entitlement
- a) Employees may by agreement with their employer, cash out any portion of an accrued entitlement to long service leave, provided the employee proceeds on a minimum of ten (10) days annual leave in that calendar year.
- b) Where employees cash out any portion of an accrued entitlement to long service leave in accordance with this subclause, the entitlement accessed is excised for the purpose of continuous service in accordance with subclause 25(5) of the Award.
- 19.4 Long Service Leave on Double Pay
- a) Employees may by agreement with their employer, access any portion of an accrued entitlement to long service leave on double pay for half the period accrued. In these circumstances the leave actually taken is 50 percent of the accrued entitlement accessed.
- b) Where employees proceed on long service leave on double pay in accordance with this subclause, the entitlement accessed is excised for the purpose of continuous service in accordance with subclause 25(5) of the Award.

19.5 Access to Pro Rata Long Service Leave

- a) Employees within seven (7) years of their preservation age under Western Australian Government superannuation arrangements may, by agreement with their employer, choose to access pro rata long service leave at the rate of 9.28 days per completed 12 month period of continuous service. Under this subclause, pro rata long service leave can only be taken as paid leave and there is no capacity for payment in lieu of leave. Employees may by agreement with their employer, clear any pro rata entitlement to long service leave in minimum periods of one (1) day.
- b) Where employees access pro rata long service leave, any period of leave taken will be excised for the purpose of continuous service in accordance with subclause 25(5) of the Award.

19.6 This clause shall operate from the date of registration of this General Agreement.

20. HIGHER DUTIES ALLOWANCE

20.1 This Clause replaces subclauses (6), (7) and (8) of Clause 19 – Higher Duties Allowance of the Award. This clause shall operate from the beginning of the second pay period commencing on or after 26 February 2004.

Annual Leave

20.2 Where an employee who is in receipt of an allowance granted under Clause 19 – Higher Duties Allowance of the Award and has been so for a continuous period of twelve months or more, proceeds on any period of annual leave and resumes in the office immediately on return from leave, the employee shall continue to receive the allowance for the period of leave.

20.3 Where an employee who is in receipt of an allowance granted under Clause 19 – Higher Duties Allowance of the Award and has been so for a continuous period of twelve months or more, proceeds on any period of annual leave and does not resume in the office immediately on return from leave, the employee shall continue to receive the allowance for the period of the annual leave accrued during the period of higher duties.

20.4 Where an employee in receipt of an allowance granted under Clause 19 – Higher Duties Allowance of the Award for less than twelve months proceeds on a period of annual leave, whether in excess of the normal entitlement or not, if during the employee's absence no other employee acts in the office in which the employee was acting immediately prior to proceeding on leave and the employee resumes in the office immediately on return from leave, the employee shall continue to receive the allowance for the period of normal annual leave.

20.5 For the purpose of this subclause the expression 'normal annual leave' shall mean the annual period of recreation leave as referred to in Clause 23 - Annual Leave of the Award and shall include any public holidays and leave in lieu accrued during the preceding twelve months taken in conjunction with such annual recreation leave.

Other Approved Leave of Absence

- 20.6 Where an employee who is in receipt of an allowance granted under Clause 19 – Higher Duties Allowance of the Award and has been so for a continuous period of twelve months or more, proceeds on a period of any approved leave of absence other than annual leave of not more than four (4) weeks, the employee shall continue to receive the allowance for the period of leave.
- 20.7 Where an employee who has been in receipt of an allowance granted under Clause 19 – Higher Duties Allowance of the Award for less than twelve months proceeds on a period of any approved leave of absence other than annual leave of not more than four (4) weeks and during the employee's absence no other employee acts in the office in which the employee was acting immediately prior to proceeding on leave and the employee resumes in the office immediately on return from leave, the employee shall continue to receive the allowance for the period of leave.
- 20.8 Where an employee who is in receipt of an allowance granted under this clause proceeds on a period of any approved leave of absence other than annual leave of more than four (4) weeks, such employee shall not be entitled to receive payment of such allowance for the whole or any part of the period of such leave.

21. DAYS IN LIEU OF THE REPEALED PUBLIC SERVICE HOLIDAYS

- 21.1 The two (2) days in lieu of the repealed public service holidays as provided for in the Premier's Circular 2003/01 apply to employees covered by this General Agreement where they would normally be expected to work these days.

22. DISTRICT ALLOWANCE

- 22.1 Outcomes of the DOCEP District Allowance review that are agreed between the parties will be implemented by a separate registered industrial agreement or award amendment. These agreed provisions may be implemented administratively prior to the registration of an industrial agreement or award amendment.
- 22.2 Where agreement is not reached the provisions of Clause 31 - Dispute Settlement Procedure will apply.

23. SHIFT WORK ALLOWANCE

- 23.1 This clause is to be read in conjunction with Clause 21 – Shift Work Allowance and Clause 22 – Overtime Allowance of the Award.

Night Shift

- 23.2 An employee required to work a night shift, as defined in Clause 21 – Shift Work Allowance of the Award, of seven and one half (7.5) hours will, in addition to the ordinary rate of salary, be paid an allowance in accordance with the following formula:

$$\frac{L1.7}{1} \times \frac{12}{313} \times \frac{1}{10} \times \frac{15}{100}$$

- 23.3 The allowance will be paid in lieu of the night shift allowance prescribed in Clause 21(2)(a) of the Award. The relevant salary rate applied in the formula shall be in accordance with Clause 65 - Expired General Agreement Salary Rates of the Award.

Sunday Penalty

- 23.4 Work performed during ordinary rostered hours on Sundays will be paid for at the rate of time and three quarters. This allowance will be paid in lieu of the allowance prescribed in Clause 21 (2) (b) of the Award.

Review of Certain Entitlements

- 23.5 The parties will review the construct of shift and out of hours contact allowances and penalties. The review will be concluded within 12 months of the General Agreement being registered.
- 23.6 Outcomes of the review that are agreed between the parties will be implemented by a separate registered industrial agreement or award amendment. These agreed provisions may be implemented administratively prior to the registration of an industrial agreement or award amendment.
- 23.7 Where agreement is not reached the provisions of Clause 31 - Dispute Settlement Procedure will apply.

24. COMMUTED ALLOWANCES

- 24.1 The introduction of any commuted allowance in lieu of overtime, on call or shift allowances shall be negotiated between the Union and the employer. On the request of either party the other party is obliged to enter into negotiations for such arrangements.

25. WORKING FROM HOME

- 25.1 Subject to this clause, employers may consider the introduction of working from home arrangements.
- 25.2 Statutory requirements apply to employees working from home as they do to employees working at an employer's workplace. Employers must ensure understanding and compliance of all affected parties with all statutory responsibilities prior to any arrangements being sanctioned.
- 25.3 Employers are required to undertake a risk assessment of the work activities carried out by employees to identify and manage hazards. In carrying out any assessment, employers must look at who and what may be affected by, and the possible effects of the work being done from home.
- 25.4 The introduction of working from home arrangements is subject to:
- a) the nature of employees' work being such that it is suited to working from home arrangements;

- b) approval of any arrangement being at the discretion of the employer;
- c) employees agreeing to enter into the working from home arrangements;
- d) the introduction of working from home arrangements being in accordance with the provisions of the employer's policy; and
- e) the employer's policy and procedures addressing:
 - i) general obligations of both the employer and employees, including such things as insurance, separation of overheads billed to the homeowner and the employee's ordinary hours of work while working from home;
 - ii) duty of care responsibilities owed by the employer and employee under the *Occupational Safety and Health Act 1984*; and
 - iii) all additional statutory obligations affecting the employer/employee relationship.

26. WORKLOAD MANAGEMENT

- 26.1 Employers are committed to providing a safe and healthy work environment and will not require employees to undertake an unreasonable workload in the ordinary discharge of their duties.
- 26.2 The objective of this principle is to ensure workload allocation is fair, manageable and without risk to health and safety.
- 26.3 Employers shall take reasonable steps to ensure that employees:
 - a) do not work excessive or unreasonable hours;
 - b) are able to clear annual leave; and
 - c) are paid or otherwise recompensed for work as provided for under the Award and this General Agreement.
- 26.4 Employees are required to perform, attain or sustain a standard of work that may be reasonably expected of them.
- 26.5 All relevant indicators of workload should be monitored. Indicators may include:
 - a) nature of work;
 - b) work patterns;
 - c) environment in which work is performed;
 - d) volume of work;
 - e) level of performance;
 - f) turnover;

- g) accident rate;
 - h) incidence of workers compensation;
 - i) sickness absence;
 - j) early retirement records;
 - k) referral rates and general feedback from counsellors; and
 - l) exit information.
- 26.6 Where employee performance issues are identified these will be managed in accordance with an agency's performance management policy and should take into account:
- a) training and development;
 - b) application of skill and competencies;
 - c) capacity to perform at a required level;
 - d) individual accountability; and
 - e) communication and feedback.
- 26.7 Workload issues may be dealt with as a function of the agency joint consultative committee.
- 26.8 With the exception of employee performance related issues, where workload issues are identified a review team agreed by the parties will be convened within 21 days of a written request from either party. Broader consultation of the findings of the review team can be undertaken through the joint consultative committee.
- 27. APPROVED CONTRACT FOR SERVICE PROCEDURES– LABOUR HIRE**
- 27.1 The *Public Sector Management Act 1994* requires employers to comply with Approved Procedures established under the Act.
- 27.2 DPC will conduct a compliance review of Approved Procedure 5 - Approved Contracts for Services Procedures. The review will be concluded by 1 November 2004.
- 27.3 The findings of the review will be provided to the Peak Consultative Forum. Employers found to be non compliant with Approved Procedure 5 as a result of the review will be directed to comply with the Procedure.
- 27.4 The parties agree to consult through the Peak Consultative Forum on any changes proposed to Approved Procedure 5 - Approved Contracts for Services Procedures.

28. PROCEDURE FOR CLASSIFYING AN OFFICE

- 28.1 DPC will review the procedure for classification of an office as provided for in Approved Procedure 1 - Approved Classification System and Procedures established under the *Public Sector Management Act 1994*.
- 28.2 The review will be conducted within 12 months of the General Agreement being registered and is to be overseen by the Peak Consultative Forum established under Clause 30 of this General Agreement.

29. JOINT CONSULTATIVE COMMITTEE

- 29.1 The parties recognise the need for effective communication to improve the business/operational performance and working environment in agencies.
- 29.2 The parties acknowledge that decisions will continue to be made by the employer who is responsible and accountable to Government for the effective and efficient operation of the agency.
- 29.3 The parties agree that:
- a) where the employer proposes to make changes likely to affect existing practices, working conditions or employment prospects of employees, the union and employees affected shall be notified by the employer as early as possible;
 - b) for the purposes of discussion the employer shall provide to the employees concerned relevant information about the changes, including the effect of the changes on employees, provided the employer shall not be required to disclose any information that is confidential;
 - c) in the context of discussions the union and employees are able to contribute to the decision making process; and
 - d) the Joint Consultative Committee (JCC) parties are to provide all reasonable and relevant information except confidential commercial, business or personal information, the release of which may seriously harm a party or individual.
- 29.4 Each agency will have a JCC comprising of the employer or their nominee, employer nominated representatives and union nominated representatives.
- 29.5 The JCC will convene within 28 days of a written request being received from either party.
- 29.6 The JCC will determine its own operating procedures.
- 29.7 JCC's will be a forum for consultation on issues such as:
- a) development of workload management tools within the agency;
 - b) industrial issues;
 - c) fixed term and casual employment usage;

- d) changes to work organisation and/or work practices occurring in the workplace;
 - e) agency implementation of recommendations from the 'Functional Review of Government'; and
 - f) agency implementation of other aspects of the General Agreement.
- 29.8 Matters not resolved through the JCC can be referred to the provisions of Clause 31 - Dispute Settlement Procedure.

30. PEAK CONSULTATIVE FORUM

- 30.1 The parties agree to establish a Peak Consultative Forum consisting of senior representatives from the union and Directors General or their nominated representatives from DOCEP, DPC and as required, other agencies.
- 30.2 The function of the Peak Consultative Forum will be to consult on cross sector matters including the implementation of the General Agreement.
- 30.3 The parties acknowledge that decisions will continue to be made by the employer who is responsible and accountable to Government for the effective and efficient operation of the agency.

31. DISPUTE SETTLEMENT PROCEDURE

Part A: Employee/Employer Disputes

- 31.1 Any questions, difficulties or disputes arising in the course of the employment of employees covered by the General Agreement shall be dealt with in accordance with this clause.
- 31.2 The employee/s and the manager with whom the dispute has arisen shall discuss the matter and attempt to find a satisfactory solution, within three (3) working days. An employee may be accompanied by a union representative.
- 31.3 If the dispute cannot be resolved at this level, the matter shall be referred to and be discussed with the relevant manager's superior and an attempt made to find a satisfactory solution, within a further three (3) working days. An employee may be accompanied by a union representative.
- 31.4 If the dispute is still not resolved, it may be referred by the employee/s or union representative to the employer or his/her nominee.
- 31.5 Where the dispute cannot be resolved within five (5) working days of the union representatives' referral of the dispute to the employer or his/her nominee, either party may refer the matter to the WAIRC.
- 31.6 The period for resolving a dispute may be extended by agreement between the parties.
- 31.7 At all stages of the procedure the employee may be accompanied by a union representative.

**Part B: Parties to General Agreement or Joint Consultative Committee
Disputes**

- 31.8 Any questions, difficulties or disputes arising under the General Agreement between the parties, including but not limited to matters not resolved between the parties to this General Agreement pursuant to Clause 18 – Annual Leave Travel Concession, Clause 22 - District Allowance, Clause 23 - Shift Work Allowance and Clause 29 – Joint Consultative Committee may be referred by either party to the WAIRC for conciliation and where appropriate arbitration.
- 31.9 The provisions of subclause 31.8 will not be construed in a manner that cancels the effect of Clause 7 – No Further Claims of this General Agreement.

32. SIGNATURES OF PARTIES

Signed Date..... *Common Seal*
30/7/04
Toni Walkington
General Secretary
The Civil Service Association of Western Australia (Inc)

Signed Date.....
30/7/04
Jeff Radisich
Executive Director
Labour Relations
Department of Consumer and Employment Protection
Acting as agent for each
Employing Authority listed in Schedule 5

SCHEDULE 1 - SALARIES

	Existing Salary Rates	Annual Salary 3.8% Increase from First Pay Period Commencing on or after 26 February 2004	Annual Salary 3.6% Increase from First Pay Period Commencing on or after 26 February 2005
	\$ Per Annum	\$ Per Annum	\$ Per Annum
LEVELS			
Level 1			
Under 17 yrs	\$14,284	\$ 14,827	\$ 15,361
17 yrs	\$16,693	\$ 17,328	\$ 17,952
18 yrs	\$19,472	\$ 20,212	\$ 20,940
19 yrs	\$22,539	\$ 23,396	\$ 24,238
20 yrs	\$25,311	\$ 26,273	\$ 27,219
1.1	\$27,805	\$ 28,862	\$ 29,901
1.2	\$28,661	\$ 29,750	\$ 30,821
1.3	\$29,516	\$ 30,638	\$ 31,741
1.4	\$30,366	\$ 31,520	\$ 32,655
1.5	\$31,222	\$ 32,408	\$ 33,575
1.6	\$32,077	\$ 33,296	\$ 34,495
1.7	\$33,061	\$ 34,317	\$ 35,552
1.8	\$33,741	\$ 35,023	\$ 36,284
1.9	\$34,748	\$ 36,068	\$ 37,366
LEVEL 2.1	\$35,952	\$ 37,318	\$ 38,661
2.2	\$36,876	\$ 38,277	\$ 39,655
2.3	\$37,847	\$ 39,285	\$ 40,699
2.4	\$38,873	\$ 40,350	\$ 41,803
2.5	\$39,946	\$ 41,464	\$ 42,957
LEVEL 3.1	\$41,421	\$ 42,995	\$ 44,543
3.2	\$42,571	\$ 44,189	\$ 45,780
3.3	\$43,756	\$ 45,419	\$ 47,054
3.4	\$44,972	\$ 46,681	\$ 48,362
LEVEL 4.1	\$46,641	\$ 48,413	\$ 50,156
4.2	\$47,948	\$ 49,770	\$ 51,562
4.3	\$49,293	\$ 51,166	\$ 53,008
LEVEL 5.1	\$51,884	\$ 53,856	\$ 55,795
5.2	\$53,635	\$ 55,673	\$ 57,677
5.3	\$55,454	\$ 57,561	\$ 59,633
5.4	\$57,342	\$ 59,521	\$ 61,664
LEVEL 6.1	\$60,378	\$ 62,672	\$ 64,928
6.2	\$62,442	\$ 64,815	\$ 67,148
6.3	\$64,578	\$ 67,032	\$ 69,445
6.4	\$66,859	\$ 69,400	\$ 71,898
LEVEL 7.1	\$70,356	\$ 73,030	\$ 75,659
7.2	\$72,776	\$ 75,541	\$ 78,260
7.3	\$75,408	\$ 78,274	\$ 81,092
LEVEL 8.1	\$79,687	\$ 82,715	\$ 85,693
8.2	\$82,752	\$ 85,897	\$ 88,989

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	Existing Salary Rates	Annual Salary 3.8% Increase from First Pay Period Commencing on or after 26 February 2004	Annual Salary 3.6% Increase from First Pay Period Commencing on or after 26 February 2005
	\$ Per Annum	\$ Per Annum	\$ Per Annum
8.3	\$86,553	\$ 89,842	\$ 93,076
LEVEL 9.1	\$91,299	\$ 94,768	\$ 98,180
9.2	\$94,506	\$ 98,097	\$ 101,628
9.3	\$98,163	\$ 101,893	\$ 105,561
CLASS 1	\$103,694	\$ 107,634	\$ 111,509
CLASS 2	\$109,225	\$ 113,376	\$ 117,458
CLASS 3	\$114,753	\$ 119,114	\$ 123,402
CLASS 4	\$120,284	\$ 124,855	\$ 129,350

SCHEDULE 2 - SALARIES – SPECIFIED CALLINGS

	Existing Salary Rates	Annual Salary 3.8% Increase from First Pay Period Commencing on or after 26 February 2004	Annual Salary 3.6% Increase from First Pay Period Commencing on or after 26 February 2005
	\$ Per Annum	\$ Per Annum	\$ Per Annum
LEVELS			
LEVEL 2/4			
1 st year	\$35,952	\$ 37,318	\$ 38,661
2nd year	\$37,847	\$ 39,285	\$ 40,699
3rd year	\$39,946	\$ 41,464	\$ 42,957
4th year	\$42,571	\$ 44,189	\$ 45,780
5th year	\$46,641	\$ 48,413	\$ 50,156
6th year	\$49,293	\$ 51,166	\$ 53,008
LEVEL 5.1	\$51,884	\$ 53,856	\$ 55,795
5.2	\$53,635	\$ 55,673	\$ 57,677
5.3	\$55,454	\$ 57,561	\$ 59,633
5.4	\$57,342	\$ 59,521	\$ 61,664
LEVEL 6.1	\$60,378	\$ 62,672	\$ 64,928
6.2	\$62,442	\$ 64,815	\$ 67,148
6.3	\$64,578	\$ 67,032	\$ 69,445
6.4	\$66,859	\$ 69,400	\$ 71,898
LEVEL 7.1	\$70,356	\$ 73,030	\$ 75,659
7.2	\$72,776	\$ 75,541	\$ 78,260
7.3	\$75,408	\$ 78,274	\$ 81,092
LEVEL 8.1	\$79,687	\$ 82,715	\$ 85,693
8.2	\$82,752	\$ 85,897	\$ 88,989
8.3	\$86,553	\$ 89,842	\$ 93,076
LEVEL 9.1	\$91,299	\$ 94,768	\$ 98,180
9.2	\$94,506	\$ 98,097	\$ 101,628
9.3	\$98,163	\$ 101,893	\$ 105,561
CLASS 1	\$103,694	\$ 107,634	\$ 111,509
CLASS 2	\$109,225	\$ 113,376	\$ 117,458
CLASS 3	\$114,753	\$ 119,114	\$ 123,402
CLASS 4	\$120,284	\$ 124,855	\$ 129,350

SCHEDULE 3 - AGENCY SPECIFIC AGREEMENTS

DEPARTMENT	TITLE OF AGREEMENT	ASA NUMBER
Agriculture	Department of Agriculture Agency Specific Agreement 2003	PSAAG 42 of 2003
Auditor General	Office of the Auditor General Agency Specific Agreement 2003	PSAAG 10 of 2003
Central TAFE	Central TAFE Public Service and Government Officers' Agency Specific Agreement 2003	PSAAG 53 of 2002
Central West TAFE	Central West College of TAFE Public Service and Government Officers' Agency Specific Agreement 2003	PSAAG 56 of 2002
Challenger TAFE	Challenger TAFE Public Service and Government Officers' Agency Specific Agreement 2003	PSAAG 61 of 2002
Community Development	Department for Community Development Agency Specific Agreement 2003	PSAAG 33 of 2003
Conservation and Land Management	Department of Conservation and Land Management Fire Duties Allowances and Conditions Agreement 2003	PSAAG 15 of 2003
Conservation and Land Management	Department of Conservation and Land Management Agency Specific Agreement 2003	PSAAG 17 of 2003
Consumer and Employment Protection	Department of Consumer and Employment Protection Agency Specific Agreement 2003	PSAAG 6 of 2003
Culture and the Arts	Department of Culture and the Arts Agency Specific Agreement 2003	PSAAG 27 of 2003
C Y O'Connor TAFE	C Y O'Connor College of TAFE Public Service and Government Officers' Agency Specific Agreement 2003	PSAAG 58 of 2002
Disability Services Commission (Public Servants)	Disability Services Commission (Public Servants) Agency Specific Agreement 2003	PSAAG 31 of 2003
Eastern Pilbara TAFE	Eastern Pilbara College of TAFE Public Service and Government Officers Agency Specific Agreement 2003	PSAAG 57 of 2002
Education and Training	Department of Education Public Service, Government and Ministerial Officers' Agency Specific agreement 2003	PSAAG 11 of 2003

Education Services	Department of Education Services Agency Specific Agreement 2003	PSAAG 66 of 2002
Environment	Department of Environment, Water and Catchment Protection Agency Specific Agreement 2003	PSAAG 13 of 2003
Equal Opportunity Commission	Equal Opportunity Commission Agency Specific Agreement 2003	PSAAG 19 of 2003
Fisheries	Department of Fisheries Agency Specific Agreement 2003	PSAAG 40 of 2003
Goldfield/ Esperance Development Commission	Goldfield / Esperance Development Commission Agency Specific Agreement 2003	PSAAG 26 of 2003
Government Employees Superannuation Board	Government Employees Superannuation Board Agency Specific Agreement 2003	PSAAG 1 of 2003
Great Southern TAFE	Great Southern TAFE Public Service and Government Officers Agency Specific Agreement 2003	PSAAG 55 of 2002
Health	Department of Health Agency Specific Agreement 2003	PSAAG 41 of 2004
Health Review	Office of Health Review Agency Specific Agreement 2003	PSAAG 29 of 2003
Industry and Resources	Department of Industry and Resources Agency Specific Agreement 2003	PSAAG 12 of 2003
Kimberley TAFE	Kimberley College of TAFE Public Service and Government Officers' Agency Specific Agreement 2003	PSAAG 60 of 2002
Land Information	Department of Land Administration Agency Specific Agreement 2003	PSAAG 2 of 2003
Local Government and Regional Development	Department of Local Government and Regional Development Agency Specific Agreement 2003	PSAAG 25 of 2003
Midland TAFE	Midland College of TAFE Public Service and Government Officers Agency Specific Agreement 2003	PSAAG 52 of 2002
Planning and Infrastructure	Department for Planning and Infrastructure Agency Specific Agreement 2003	PSAAG 16 of 2003
Police	Western Australia Police Service Agency Specific Agreement 2003	PSAAG 21 of 2003
Racing, Gaming and Liquor	Department of Racing, Gaming and Liquor Agency Specific Agreement 2003	PSAAG 8 of 2003
Rottneest Island Authority	Rottneest Island Authority Agency Specific Agreement 2003	PSAAG 9 of 2003

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South East Metropolitan TAFE	South East Metropolitan College of TAFE Public Service and Government Officers Agency Specific Agreement 2003	PSAAG 54 of 2002
South West Development Commission	South West Development Commission Agency Specific Agreement 2003	PSAAG 23 of 2003
South West Regional TAFE	South West Regional College of TAFE Public Service and Government Officers Agency Specific Agreement 2003	PSAAG 51 of 2002
Treasury and Finance	Department of Treasury and Finance Agency Specific Agreement 2003	PSAAG 7 of 2003
WADOT	Western Australian Department of Training Public Service and Government Officers Agency Specific Agreement 2003	PSAAG 62 of 2002
West Coast TAFE	West Coast College of TAFE Public Service and Government Officers Agency Specific Agreement 2003	PSAAG 59 of 2002
West Pilbara TAFE	West Pilbara College of TAFE Public Service and Government Officers Agency Specific Agreement 2003	PSAAG 50 of 2002
Workcover	Workcover WA Agency Specific Agreement 2003	PSAAG 20 of 2003

SCHEDULE 4 - EXPIRED ENTERPRISE BARGAINING AGREEMENTS

Agreement Title
Department of Minerals and Energy and Chemistry Centre of WA Enterprise Agreement 2000-2002 No. PSA AG 4 of 2000 in respect of employees engaged on 40 hours per week
Office of Water Regulation Enterprise Bargaining Agreement 2000 No. PSA AG 54 of 2000
Water and Rivers Commission Industrial Agreement 2001 No. PSG AG 1 of 2001

SCHEDULE 5 - PARTIES TO THE GENERAL AGREEMENT

The Civil Service Association of Western Australia Incorporated

The employing authority, as defined by the Public Sector Management Act 1994, of each of the following public authorities:

Department of Indigenous Affairs
Department of Agriculture Western Australia
Office of the Auditor General
Department of Conservation and Land Management
Disability Services Commission
Department of Education and Training
Western Australian Electoral Commission
Department of Environment
Equal Opportunity Commission
Department for Community Development
Department of Fisheries
Gascoyne Development Commission
Government Employees Superannuation Board
Goldfields-Esperance Development Commission
Great Southern Development Commission
Department of Health
Office of Health Review
Department of Housing and Works
Western Australian Industrial Relations Commission
Office of the Information Commissioner
Department of Justice
Kimberley Development Commission
Department of Land Information
Department of Local Government and Regional Development
Mid West Development Commission
Department of Industry and Resources
Office of the Director for Public Prosecutions for Western Australia
Peel Development Commission
Pilbara Development Commission
Department for Planning and Infrastructure
Western Australian Police Service
Department of Consumer and Employment Protection
Department of the Premier and Cabinet
South West Development Commission
Department of Sport & Recreation Western Australia
Department of Treasury and Finance
Water and Rivers Commission
WorkCover Western Australia
Wheatbelt Development Commission
Rottnest Island Authority
Department of Culture and the Arts
Curriculum Council of Western Australia
Department of Education Services
Department of Racing, Gaming and Liquor
Office of the Inspector of Custodial Services
Law Reform Commission of Western Australia

State Supply Commission
Office of the Public Sector Standards Commissioner
Economic Regulation Authority
Office of Energy
Western Australian Meat Industry Authority

2004 - 2005 General Agreement Salaries

Level	Annual Salary as at 1 January 2003	Annual Salary 3.8% increase from first pay period commencing on or after 26 February 2004		Annual salary 3.6% increase from first pay period commencing on or after 26 February 2005	
		Annual	Fortnightly	Annual	Fortnightly
Level 1					
Under 17 yrs	\$ 14,284	\$ 14,827	\$ 568.40	\$ 15,361	\$ 588.90
17 yrs	\$ 16,693	\$ 17,328	\$ 664.30	\$ 17,952	\$ 688.30
18 yrs	\$ 19,472	\$ 20,212	\$ 774.90	\$ 20,940	\$ 802.80
19 yrs	\$ 22,539	\$ 23,396	\$ 897.00	\$ 24,238	\$ 929.30
20 yrs	\$ 25,311	\$ 26,273	\$ 1,007.30	\$ 27,219	\$ 1,043.50
1.1	\$ 27,805	\$ 28,862	\$ 1,106.50	\$ 29,901	\$ 1,146.40
1.2	\$ 28,661	\$ 29,750	\$ 1,140.60	\$ 30,821	\$ 1,181.60
1.3	\$ 29,516	\$ 30,638	\$ 1,174.60	\$ 31,741	\$ 1,216.90
1.4	\$ 30,366	\$ 31,520	\$ 1,208.40	\$ 32,655	\$ 1,251.90
1.5	\$ 31,222	\$ 32,408	\$ 1,242.50	\$ 33,575	\$ 1,287.20
1.6	\$ 32,077	\$ 33,296	\$ 1,276.50	\$ 34,495	\$ 1,322.50
1.7	\$ 33,061	\$ 34,317	\$ 1,315.70	\$ 35,552	\$ 1,363.00
1.8	\$ 33,741	\$ 35,023	\$ 1,342.70	\$ 36,284	\$ 1,391.10
1.9	\$ 34,748	\$ 36,068	\$ 1,382.80	\$ 37,366	\$ 1,432.60
Level 2					
2.1	\$ 35,952	\$ 37,318	\$ 1,430.70	\$ 38,661	\$ 1,482.20
2.2	\$ 36,876	\$ 38,277	\$ 1,467.50	\$ 39,655	\$ 1,520.30
2.3	\$ 37,847	\$ 39,285	\$ 1,506.10	\$ 40,699	\$ 1,560.30
2.4	\$ 38,873	\$ 40,350	\$ 1,547.00	\$ 41,803	\$ 1,602.70
2.5	\$ 39,946	\$ 41,464	\$ 1,589.70	\$ 42,957	\$ 1,646.90
Level 3					
3.1	\$ 41,421	\$ 42,995	\$ 1,648.40	\$ 44,543	\$ 1,707.70
3.2	\$ 42,571	\$ 44,189	\$ 1,694.10	\$ 45,780	\$ 1,755.10
3.3	\$ 43,756	\$ 45,419	\$ 1,741.30	\$ 47,054	\$ 1,804.00
3.4	\$ 44,972	\$ 46,681	\$ 1,789.70	\$ 48,362	\$ 1,854.10
Level 4					
4.1	\$ 46,641	\$ 48,413	\$ 1,856.10	\$ 50,156	\$ 1,922.90
4.2	\$ 47,948	\$ 49,770	\$ 1,908.10	\$ 51,562	\$ 1,976.80
4.3	\$ 49,293	\$ 51,166	\$ 1,961.60	\$ 53,008	\$ 2,032.30
Level 5					
5.1	\$ 51,884	\$ 53,856	\$ 2,064.80	\$ 55,795	\$ 2,139.10
5.2	\$ 53,635	\$ 55,673	\$ 2,134.40	\$ 57,677	\$ 2,211.30
5.3	\$ 55,454	\$ 57,561	\$ 2,206.80	\$ 59,633	\$ 2,286.20
5.4	\$ 57,342	\$ 59,521	\$ 2,282.00	\$ 61,664	\$ 2,364.10
Level 6					
6.1	\$ 60,378	\$ 62,672	\$ 2,402.80	\$ 64,928	\$ 2,489.30
6.2	\$ 62,442	\$ 64,815	\$ 2,484.90	\$ 67,148	\$ 2,574.40
6.3	\$ 64,578	\$ 67,032	\$ 2,569.90	\$ 69,445	\$ 2,662.40
6.4	\$ 66,859	\$ 69,400	\$ 2,660.70	\$ 71,898	\$ 2,756.50
Level 7					
7.1	\$ 70,356	\$ 73,030	\$ 2,799.90	\$ 75,659	\$ 2,900.70
7.2	\$ 72,776	\$ 75,541	\$ 2,896.10	\$ 78,260	\$ 3,000.40
7.3	\$ 75,408	\$ 78,274	\$ 3,000.90	\$ 81,092	\$ 3,109.00
Level 8					
8.1	\$ 79,687	\$ 82,715	\$ 3,171.20	\$ 85,693	\$ 3,285.40
8.2	\$ 82,752	\$ 85,897	\$ 3,293.20	\$ 88,989	\$ 3,411.70

2004 - 2005 General Agreement Salaries

8.3	\$ 86,553	\$ 89,842	\$ 3,444.40	\$ 93,076	\$ 3,568.40
Level 9					
9.1	\$ 91,299	\$ 94,768	\$ 3,633.30	\$ 98,180	\$ 3,764.10
9.2	\$ 94,506	\$ 98,097	\$ 3,760.90	\$ 101,628	\$ 3,896.30
9.3	\$ 98,163	\$ 101,893	\$ 3,906.40	\$ 105,561	\$ 4,047.10
Class 1	\$ 103,694	\$ 107,634	\$ 4,126.50	\$ 111,509	\$ 4,275.10
Class 2	\$ 109,225	\$ 113,376	\$ 4,346.70	\$ 117,458	\$ 4,503.20
Class 3	\$ 114,753	\$ 119,114	\$ 4,566.70	\$ 123,402	\$ 4,731.10
Class 4	\$ 120,284	\$ 124,855	\$ 4,786.80	\$ 129,350	\$ 4,959.10

SPECIFIED CALLINGS

Level	Annual Salary as at 1 January 2003	Annual Salary 3.8% increase from first pay period commencing on or after 26 February 2004		Annual salary 3.6% increase from first pay period commencing on or after 26 February 2005	
		Annual	Fortnightly	Annual	Fortnightly
Level 2-4					
1st Year	\$ 35,952	\$ 37,318	\$ 1,430.70	\$ 38,661	\$ 1,482.20
2nd Year	\$ 37,847	\$ 39,285	\$ 1,506.10	\$ 40,699	\$ 1,560.30
3rd Year	\$ 39,946	\$ 41,464	\$ 1,589.70	\$ 42,957	\$ 1,646.90
4th Year	\$ 42,571	\$ 44,189	\$ 1,694.10	\$ 45,780	\$ 1,755.10
5th Year	\$ 46,641	\$ 48,413	\$ 1,856.10	\$ 50,156	\$ 1,922.90
6th Year	\$ 49,293	\$ 51,166	\$ 1,961.60	\$ 53,008	\$ 2,032.30
Level 5					
5.1	\$ 51,884	\$ 53,856	\$ 2,064.80	\$ 55,795	\$ 2,139.10
5.2	\$ 53,635	\$ 55,673	\$ 2,134.40	\$ 57,677	\$ 2,211.30
5.3	\$ 55,454	\$ 57,561	\$ 2,206.80	\$ 59,633	\$ 2,286.20
5.4	\$ 57,342	\$ 59,521	\$ 2,282.00	\$ 61,664	\$ 2,364.10
Level 6					
6.1	\$ 60,378	\$ 62,672	\$ 2,402.80	\$ 64,928	\$ 2,489.30
6.2	\$ 62,442	\$ 64,815	\$ 2,484.90	\$ 67,148	\$ 2,574.40
6.3	\$ 64,578	\$ 67,032	\$ 2,569.90	\$ 69,445	\$ 2,662.40
6.4	\$ 66,859	\$ 69,400	\$ 2,660.70	\$ 71,898	\$ 2,756.50
Level 7					
7.1	\$ 70,356	\$ 73,030	\$ 2,799.90	\$ 75,659	\$ 2,900.70
7.2	\$ 72,776	\$ 75,541	\$ 2,896.10	\$ 78,260	\$ 3,000.40
7.3	\$ 75,408	\$ 78,274	\$ 3,000.90	\$ 81,092	\$ 3,109.00
Level 8					
8.1	\$ 79,687	\$ 82,715	\$ 3,171.20	\$ 85,693	\$ 3,285.40
8.2	\$ 82,752	\$ 85,897	\$ 3,293.20	\$ 88,989	\$ 3,411.70
8.3	\$ 86,553	\$ 89,842	\$ 3,444.40	\$ 93,076	\$ 3,568.40
Level 9					
9.1	\$ 91,299	\$ 94,768	\$ 3,633.30	\$ 98,180	\$ 3,764.10
9.2	\$ 94,506	\$ 98,097	\$ 3,760.90	\$ 101,628	\$ 3,896.30
9.3	\$ 98,163	\$ 101,893	\$ 3,906.40	\$ 105,561	\$ 4,047.10
Class 1	\$ 103,694	\$ 107,634	\$ 4,126.50	\$ 111,509	\$ 4,275.10
Class 2	\$ 109,225	\$ 113,376	\$ 4,346.70	\$ 117,458	\$ 4,503.20
Class 3	\$ 114,753	\$ 119,114	\$ 4,566.70	\$ 123,402	\$ 4,731.10
Class 4	\$ 120,284	\$ 124,855	\$ 4,786.80	\$ 129,350	\$ 4,959.10